

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5		Page 1 Of 34	
2. Contract (Proc. Inst. Ident) No. DAAE20-00-C-0045		3. Effective Date 2000AUG14		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-A PAM CANTERBURY (309) 782-4275 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMC AMERICAS 275 BANK ST SUITE 200 OTTAWA ONT CN K2P 2L6			Code SCN01A	
e-mail address: CANTERBURY@RIA.ARMY.MIL		SCD C		PAS NONE		ADP PT SC1012	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CANADIAN COMMERCIAL CORP 50 O'CONNOR STREET 11TH FLOOR OTTAWA ONTARIO CANADA K1A 0S6 CA TYPE BUSINESS: Foreign Concern/Entity				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In:			
Code 98247		Facility Code		Item 12			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041			Code SC1018	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data ACRN: AA 9711 X8242EG01X6D1000NFM 0012512EGS20113 W56HZV			
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
						KIND OF CONTRACT: Supply Contracts and Priced Orders	
						FMS REQUIREMENT	
15G. Total Amount Of Contract						\$12,961,428.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	25
X	B	Supplies or Services and Prices/Costs	6	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	18	X	J	List of Attachments	34
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	19		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	22				
X	G	Contract Administration Data	23		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	24		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer DAVE ELLIOTT ELLIOTT@RIA.ARMY.MIL (309) 782-3814			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-C-0045 MOD/AMD	Page 2 of 34
Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP		

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
<p>(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.</p> <p>(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.</p> <p>(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.</p>		

(AA7020)

A-2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
	TACOM-RI	
	<p>a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.</p> <p>b. If you think that this solicitation:</p> <ol style="list-style-type: none"> 1. has inappropriate requirements; or 2. needs streamlining; or 3. should be changed <p>you should first contact the buyer or the Procurement Contracting Officer (PCO).</p> <p>c. The buyer's name, phone number and address are on the cover page of this solicitation.</p> <p>d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:</p>	

U.S. Army TACOM-RI
AMSTA-CM-CR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

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A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

1. This contract contains the following production hardware:

100 each Redesigned Turret Networks Box (RTNB) PN 12993405
100 each Redesigned Hull Networks Box (RHNB) PN 12993404
100 each Upgraded Tank Commanders Panel (UTCP) PN 12472870
100 each Computer Electronics Unit (CEU) PN 12925899
100 each Computer Control Panel (CCP) PN 12925904

2. The contract also contains a 100% Evaluated Option which will be exercised NLT August 2002:

100 each Redesigned Turret Networks Box (RTNB) PN 12993405
100 each Redesigned Hull Networks Box (RHNB) PN 12993404
100 each Upgraded Tank Commanders Panel (UTCP) PN 12472870
100 each Computer Electronics Unit (CEU) PN 12925899
100 each Computer Control Panel (CCP) PN 12925904

3. The RTNB will include a quantity of one Sidecar Kit Assembly PN 12992336 and a quantity of one Processor PN 12992323. The RHNB will include a quantity of one Sidecar Kit Assembly PN 12992324.

4. The specifications for the above items are:

RTNB Critical Item Product Requirements Specification No. 972700
RHNB Critical Item Product Requirements Specification No. 972699
UTCP Performance Specification No. 973052
CEU Critical Item Product Fabrication Specification No. SC12925899
CCP Critical Item Product Fabrication Specification No. SC12925904

5. RTNB/RHNB combined Qualification/First Article Testing will be in accordance with Draft Test Plan #973021 dated 27 Jun 2000. UTCP Qual/FAT is to be similiar to the RT/RH testing. Two (2) each Sidecar Kit Assemblies, PN 12992324 and 12992336 and quantity of two (2) each Processor Cards, PN 12992323 required for combined Qualification/First Article Testing will be provided at no cost to Computing Devices.

6. CEU/CCP First Article Testing to be similiar to that performed by Computing Devices on the MCEU AEI Configuration.

7. The level of drawings being produced are those required to meet Computing Devices production requirements.

8. Computing Devices is given authority to grant Material Review board dispositions for minor non-conformance in accordance with MIL-STD-1520.

9. A Master Card with new CEU firmware (which is adding two new ammunition rounds) which has been fully tested is to be provided to CDC by early January 2001 for the CEU. This new firmware is required to accommodate the additional ballistics for two new types of ammunition which will be added to the current AEI firmware. This will result in a new CCP instruction plate and new part numbers for the CEU, CCP, Memory CCA and Instruction Plate. These new part numbers and corresponding NSNs are to be provided by the US Government (ARDEC). Pending availability of this new firmware, CDC will use AEI software in CDCs possession for FAT and production start-up.

10. Inspection/Acceptance of hardware at origin is based on Computing Devices Acceptance Test Procedures. Control Testing is not required.

11. Computing Devices is given authority to use five (5) UTCPS from Contract DAAE0796C-X195 for the combined Qualification/First Article Testing.

12. Computing Devices will be provided Processor/ED test equipment which is required by 15 April 2001.

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13. Electronic funds transfer payments will be made to Bank of Nova Scotia, New York Agency, One Liberty Plaza, New York, NY 10006, ABA #026002532 Account #00001526-17. Non-EFT payments are to be mailed to the remittance address shown, Canadian Commercial Corporation, 1100-50 O'Connor Street, Ottawa, Ontario, Canada, K1A 0S6.

14. Packaging for all items contained in this basic contract shall be in accordance with packaging Requirements Sheet attached.

15. This contract is 100% subcontracted by Canadian Commercial Corporation to Computing Devices Canada.

16. **Service Clins and Dollars**

			Basic
0001AA	Non Recurring Production Startup CEU	\$	154,500
0001AB	Non Recurring Production Startup CCP	\$	127,222
0001AC	RTNB Combined Qual/FAT	\$	41,876
0001AD	RHNB Combined Qual/FAT	\$	41,055
0001AE	UTCP Combined Qual/FAT	\$	207,415
0001AF	CEU/CCP First Article Test	\$	211,937

 Production Clins, Quantities and Dollars

0002AA	RHNB Production Hardware	100 each	\$ 5,181,124
0003AA	RTNB Production Hardware	100 each	\$ 3,455,932
0004AA	UTCP Production Hardware	100 each	\$ 515,493
0005AA	CEU Production Hardware	100 each	\$ 2,404,243
0006AA	CCP Production Hardware	100 each	\$ 620,631

Total Basic Contract Price: \$12,961,428

17. **Evaluated Option Quantities and Prices**

	RHNB Production Hardware	100 each	\$ 5,224,856
	RTNB Production Hardware	100 each	\$ 3,469,954
	UTCP Production Hardware	100 each	\$ 525,772
	CEU Production Hardware	100 each	\$ 2,436,667
	CCP Production Hardware	100 each	\$ 622,444

Total Evaluated Option: \$ 12,279,693

Total Contract Price with Evaluated Option \$ 25,241,121

18. Note Progress Payment Clause FAR 52.232-16 of the contract which contains a computation amount at 80% of CDC's total costs under this contract whether or not actually paid, plus financing payments to subcontractors less the sum of all previous progress payments made by the Government under this contract.

Prior to First Article approval, costs incurred across all Clins are allowable for Progress Payments, however, such payments shall not exceed (40%) forty percent of the initial award value of the contract for the following Clins, 0002AA, 0003AA, 0004AA, 0005AA, and 0006AA and (80%) eighty percent for Clins 0001AA, 0001AB, 0001AC, 0001AD, 0001AE, and 0001AF.

19. Authorization for contracting without full and open competition for this order is 10 USC 2304(c)(1) as implemented by paragraph 6.302-1 of the Federal Authorization Regulation.

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

20. Computing Devices warrants articles of its manufacture against defective materials or workmanship for a period of 18 to 22 months from date of shipment or thru Tank acceptance, whichever is earlier. Computing Devices further warrants that articles of its manufacture will conform to specifications agreed to in writing by Buyer and Computing Devices. The liability of Computing Devices under this warranty is limited, at Computing Devices option, solely to repair or replacement with equivalent articles, provided that any defect or nonconformance was not caused by the negligence, misuse, improper installation, accident or unauthorized repair or alteration; by a person other than Computing Devices.

This warranty is expressed in lieu of all other warranties, including the implied warrant of merchantability, fitness for a particular purpose and of all other obligations or liabilities on Computing Devices part. The aforementioned provisions do not extend the original warranty period of any article repaired or replaced by Computing Devices. The foregoing constitutes Buyer's sole and exclusive remedy for the furnishing of defective or nonconforming goods. Computing Devices shall not in any event be liable for the cost of any labor expended on such goods or for any special, direct, indirect, consequential or exemplary damages.

21. Attached are the Scopes for the RTNB, RHNB, UTCP, CEU and CCP.

*** END OF NARRATIVE A001 ***

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>SERVICES LINE ITEM</u>				\$ 154,500.00
	NOUN: CEU PROD START UP SERVICE				
	SECURITY CLASS: Unclassified				
	PRON: J50NFC1647 PRON AMD: 01 ACRN: AA				
	AMS CD: NFM001				
	FMS CASE IDENTIFIER: EG NFM				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DLVR SCH				
	REL CD QUANTITY DATE				
	001 0 30-SEP-2003				
	\$ 154,500.00				
	<u>SERVICES LINE ITEM</u>				\$ 127,222.00
	NOUN: CCP PROD START UP SERVICE				
	SECURITY CLASS: Unclassified				
	PRON: J50NFC1747 PRON AMD: 01 ACRN: AA				
	AMS CD: NFM001				
	FMS CASE IDENTIFIER: EG NFM				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DLVR SCH				
	REL CD QUANTITY DATE				
	001 0 30-SEP-2002				
	\$ 127,222.00				
	<u>SERVICES LINE ITEM</u>				\$ 41,876.00
	NOUN: QUAL/FAT RTNB				
	SECURITY CLASS: Unclassified				
	PRON: J50NFC1847 PRON AMD: 01 ACRN: AA				
	AMS CD: NFM001				
	FMS CASE IDENTIFIER: EG NFM				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DLVR SCH				
	REL CD QUANTITY DATE				
	001 0 30-SEP-2003				
	\$ 41,876.00				

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<u>SERVICES LINE ITEM</u> NOUN: QUAL/FAT RHNB SECURITY CLASS: Unclassified PRON: J50NFC1947 PRON AMD: 01 ACRN: AA AMS CD: NFM001 FMS CASE IDENTIFIER: EG NFM <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2003 \$ 41,055.00				\$ 41,055.00
0001AE	<u>SERVICES LINE ITEM</u> NOUN: QUAL/FAT UTCP SECURITY CLASS: Unclassified PRON: J50NFC2047 PRON AMD: 01 ACRN: AA AMS CD: NFM001 FMS CASE IDENTIFIER: EG NFM <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2003 \$ 207,415.00				\$ 207,415.00
0001AF	<u>SERVICES LINE ITEM</u> NOUN: FAT CEU/CCP SECURITY CLASS: Unclassified PRON: J50NFC2147 PRON AMD: 01 ACRN: AA AMS CD: NFM001 FMS CASE IDENTIFIER: EG NFM <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2003 \$ 211,937.00				\$ 211,937.00
0002	<u>Supplies or Services and Prices/Costs</u>				

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 0000-00-000-0000 NOUN: REDESIGNED HULL NETWORKS BOX FSCM: 19200 PART NR: 12993404 SECURITY CLASS: Unclassified PRON: J50NFC0747 PRON AMD: 02 ACRN: AA AMS CD: NFM001 FMS CASE IDENTIFIER: EG NFM</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC </p>				

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>019401-FEB-2003</div> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (CK0PB4) XR GENERAL DYNAMICS LAND SYSTEM LIMA ARMY TANK PLANT 1161 BUCKEYE RD LIMA OH 45804-1898</div> <div>MARK FOR: A R E MILITARY FACTORY 200 ABU-ZABAAL HQ 9 MAHMOUD CAIRO EGYPT</div> <div>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 W56HZV0131D137A CK0PB4 K BEG800 1 <u>PROJ CD</u> <u>BRK BLK PT</u> GGX</div> <div><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001401-MAR-2003 002401-APR-2003 003401-MAY-2003 004401-JUN-2003 005401-JUL-2003</div> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (CK0PB4) XR GENERAL DYNAMICS LAND SYSTEM LIMA ARMY TANK PLANT 1161 BUCKEYE RD LIMA OH 45804-1898</div> <div>MARK FOR: A R E MILITARY FACTORY 200 ABU-ZABAAL HQ 9 MAHMOUD CAIRO EGYPT</div>				
0003	<u>Supplies or Services and Prices/Costs</u>				
0003AA	<u>PRODUCTION QUANTITY</u> NSN: 0000-00-000-0000 NOUN: REDESIGNED TURRET NETWORKS BO FSCM: 19200 PART NR: 12993405 SECURITY CLASS: Unclassified PRON: J50NFC0647 PRON AMD: 02 ACRN: AA	100	EA	\$ 51,811.24000	\$ 5,181,124.00

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AMS CD: NFM001 FMS CASE IDENTIFIER: EG NFM <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC				

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
	<div>1161 BUCKEYE RD LIMA OH 45804-1898</div> <div>MARK FOR: A R E MILITARY FACTORY 200 ABU-ZABAAL HQ 9 MAHMOUD CAIRO EGYPT</div> <div>DOC SUPPL</div> <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>002</td><td>W56HZV0131D136A</td><td>CK0PB4</td><td>K</td><td>BEG800</td><td>1</td></tr><tr><td></td><td>PROJ CD</td><td>BRK</td><td>BLK</td><td>PT</td><td></td></tr></table> <div>GGX</div> <table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td></tr><tr><td>001</td><td>4</td><td>01-MAR-2003</td></tr><tr><td>002</td><td>4</td><td>01-APR-2003</td></tr><tr><td>003</td><td>4</td><td>01-MAY-2003</td></tr><tr><td>004</td><td>4</td><td>01-JUN-2003</td></tr><tr><td>005</td><td>4</td><td>01-JUL-2003</td></tr></table> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (CK0PB4) XR GENERAL DYNAMICS LAND SYSTEM LIMA ARMY TANK PLANT 1161 BUCKEYE RD LIMA OH 45804-1898</div> <div>MARK FOR: A R E MILITARY FACTORY 200 ABU-ZABAAL HQ 9 MAHMOUD CAIRO EGYPT</div>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	002	W56HZV0131D136A	CK0PB4	K	BEG800	1		PROJ CD	BRK	BLK	PT		DEL REL CD	QUANTITY	DEL DATE	001	4	01-MAR-2003	002	4	01-APR-2003	003	4	01-MAY-2003	004	4	01-JUN-2003	005	4	01-JUL-2003				
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																				
002	W56HZV0131D136A	CK0PB4	K	BEG800	1																																				
	PROJ CD	BRK	BLK	PT																																					
DEL REL CD	QUANTITY	DEL DATE																																							
001	4	01-MAR-2003																																							
002	4	01-APR-2003																																							
003	4	01-MAY-2003																																							
004	4	01-JUN-2003																																							
005	4	01-JUL-2003																																							
0004	<u>Supplies or Services and Prices/Costs</u>																																								
0004AA	<u>PRODUCTION QUANTITY</u> NSN: 0000-00-000-0000 NOUN: UPGRADED TANK CONTROL PANELS FSCM: 19200 PART NR: 12472870 SECURITY CLASS: Unclassified PRON: J50NFC0847 PRON AMD: 01 ACRN: AA AMS CD: NFM001 FMS CASE IDENTIFIER: EG NFM <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial	100	EA	\$ 5,154.93000	\$ 515,493.00																																				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div><div><div><div>Inspection and Acceptance</div><div>INSPECTION: Origin ACCEPTANCE: Origin</div></div></div><div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div><div><div>REL_CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG_CD</div><div>MARK_FOR</div><div>TP_CD</div></div><div><div>001</div><div>W56HZV0131D138</div><div>CK0PB4</div><div>K</div><div>BEG800</div><div>1</div></div><div><div>PROJ_CD</div><div>BRK_BLK_PT</div></div><div>GGX</div><div><div><div>DEL_REL_CD</div><div>QUANTITY</div><div>DEL_DATE</div></div><div><div>001</div><div>8</div><div>01-AUG-2001</div></div><div><div>002</div><div>4</div><div>01-SEP-2001</div></div><div><div>003</div><div>4</div><div>01-OCT-2001</div></div><div><div>004</div><div>4</div><div>01-NOV-2001</div></div><div><div>005</div><div>4</div><div>01-DEC-2001</div></div><div><div>006</div><div>4</div><div>01-JAN-2002</div></div><div><div>007</div><div>4</div><div>01-FEB-2002</div></div><div><div>008</div><div>4</div><div>01-MAR-2002</div></div><div><div>009</div><div>4</div><div>01-APR-2002</div></div><div><div>010</div><div>4</div><div>01-MAY-2002</div></div><div><div>011</div><div>4</div><div>01-JUN-2002</div></div><div><div>012</div><div>4</div><div>01-JUL-2002</div></div><div><div>013</div><div>4</div><div>01-AUG-2002</div></div><div><div>014</div><div>4</div><div>01-SEP-2002</div></div><div><div>015</div><div>4</div><div>01-OCT-2002</div></div><div><div>016</div><div>4</div><div>01-NOV-2002</div></div><div><div>017</div><div>4</div><div>01-DEC-2002</div></div><div><div>018</div><div>4</div><div>01-JAN-2003</div></div><div><div>019</div><div>4</div><div>01-FEB-2003</div></div></div></div></div></div><div><div>FOB POINT: Origin</div><div><div>SHIP TO: <u>PARCEL POST ADDRESS</u></div><div>(CK0PB4) XR GENERAL DYNAMICS LAND SYSTEM LIMA ARMY TANK PLANT 1161 BUCKEYE RD LIMA OH 45804-1898</div></div><div><div>MARK FOR:</div><div>A R E MILITARY FACTORY 200 ABU-ZABAAL HQ 9 MAHMOUD CAIRO EGYPT</div></div></div></div>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-C-0045 MOD/AMD	Page 13 of 34
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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 W56HZV0131D138A CK0PB4 K BEG800 1 <u>PROJ CD</u> <u>BRK BLK PT</u> GGX <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 4 01-MAR-2003 002 4 01-APR-2003 003 4 01-MAY-2003 004 4 01-JUN-2003 005 4 01-JUL-2003 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (CK0PB4) XR GENERAL DYNAMICS LAND SYSTEM LIMA ARMY TANK PLANT 1161 BUCKEYE RD LIMA OH 45804-1898 MARK FOR: A R E MILITARY FACTORY 200 ABU-ZABAAL HQ 9 MAHMOUD CAIRO EGYPT				
0005	<u>Supplies or Services and Prices/Costs</u>				
0005AA	<u>PRODUCTION QUANTITY</u> NSN: 1220-01-372-0720 NOUN: COMPUTER ELECTRONICS UNIT FSCM: 19200 PART NR: 12925899 SECURITY CLASS: Unclassified PRON: J50NFC0347 PRON AMD: 02 ACRN: AA AMS CD: NFM001 FMS CASE IDENTIFIER: EG NFM <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV0087D125 CK0PB4 K BEG800 1 <u>PROJ CD</u> <u>BRK BLK PT</u> GGX	100	EA	\$ 24,042.43000	\$ 2,404,243.00

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 8 01-AUG-2001 002 4 01-SEP-2001 003 4 01-OCT-2001 004 4 01-NOV-2001 005 4 01-DEC-2001 006 4 01-JAN-2002 007 4 01-FEB-2002 008 4 01-MAR-2002 009 4 01-APR-2002 010 4 01-MAY-2002 011 4 01-JUN-2002 012 4 01-JUL-2002 013 4 01-AUG-2002 014 4 01-SEP-2002 015 4 01-OCT-2002 016 4 01-NOV-2002 017 4 01-DEC-2002 018 4 01-JAN-2003 019 4 01-FEB-2003 020 4 01-MAR-2003 021 4 01-APR-2003 022 4 01-MAY-2003 023 4 01-JUN-2003 024 4 01-JUL-2003 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (CK0PB4) XR GENERAL DYNAMICS LAND SYSTEM LIMA ARMY TANK PLANT 1161 BUCKEYE RD LIMA OH 45804-1898 MARK FOR: A R E MILITARY FACTORY 200 ABU-ZABAAL HQ 9 MAHMOUD CAIRO EGYPT				

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<u>Supplies or Services and Prices/Costs</u>				
0006AA	<u>PRODUCTION QUANTITY</u> NSN: 1220-01-384-5683 NOUN: COMPUTER CONTROL PANELS FSCM: 19200 PART NR: 12925904 SECURITY CLASS: Unclassified PRON: J50NFC0447 PRON AMD: 01 ACRN: AA AMS CD: NFM001 FMS CASE IDENTIFIER: EG NFM <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV0087D124 CK0PB4 K BEG800 1 <u>PROJ CD</u> <u>BRK BLK PT</u> GGX <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 8 01-MAR-2001 002 4 01-AUG-2001 003 4 01-SEP-2001 004 4 01-OCT-2001 005 4 01-NOV-2001 006 4 01-DEC-2001 007 4 01-JAN-2002 008 4 01-FEB-2002 009 4 01-APR-2002 010 4 01-MAY-2002 011 4 01-JUN-2002 012 4 01-JUL-2002 013 4 01-AUG-2002 014 4 01-SEP-2002 015 4 01-OCT-2002	100	EA	\$ 6,206.31000	\$ 620,631.00

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
016	4 01-NOV-2002				
017	4 01-DEC-2002				
018	4 01-JAN-2003				
019	4 01-FEB-2003				
020	4 01-MAR-2003				
021	4 01-APR-2003				
022	4 01-MAY-2003				
023	4 01-JUN-2003				
024	4 01-JUL-2003				
FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (CK0PB4) XR GENERAL DYNAMICS LAND SYSTEM LIMA ARMY TANK PLANT 1161 BUCKEYE RD LIMA OH 45804-1898 MARK FOR: A R E MILITARY FACTORY 200 ABU-ZABAAL HQ 9 MAHMOUD CAIRO EGYPT					

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

REDESIGNED TURRET NETWORKS BOX	PN 12993405
REDESIGNED HULL NETWORKS BOX	PN 12993404
UPGRADED TANK COMMANDERS PANEL	PN 12472870
COMPUTER ELECTRONICS UNIT	PN 12925899
COMPUTER CONTROL PANEL	PN 12925904

(BA6701)

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL SEE ATTACHED with revisions in effect as of SEE ATTACHED (except as follows):

SEE ATTACHED SCOPES

(CS6100)

C-2	52.211-4505 TACOM RI	AVAILABLE TECHNICAL DATA PACKAGE (TDP)	APR/2000
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a. The Technical Data Packages (TDPs) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: http://aais.ria.army.mil/aais/Padds_web/index.html). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of:

2 each RTNB, RHNB, UTCP, CEU AND CCP

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to

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the Contracting Officer with an additional information copy furnished to AMSTA-LC-CAC-A, PAM CANTERBURY.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in theplace of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-5 52.246-4025 HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - OCT/1997
 TACOM-RI ALTERNATE II

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002 or (2) military, or (3) commercial, or (4) national quality standards. NOTE: System such as ISO 9003 or comparable systems are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
- () ISO 9002
- () QS 9000
- () ANSI/ASQ Q9001
- () ANSI/ASQ Q9002
- () Other, specifically _____

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7445)

E-6 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE MAR/1997
 TACOM-RI

a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP		

on the (CP)2 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.

c. You may provide the following information relative to (CP)2 certification:

(1)____NOT CERTIFIED

(2)____CERTIFIED

(i)____DATE OF CERTIFICATION

(ii)____CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause

(ES7016)

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	JAN/1991
F-5	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

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	<div>PIIN/SHN DAAE20-00-C-0045</div> <div>MOD/AMD</div>	
<div>Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP</div>		

										JOB				
LINE	PRON/	OBLG								ORDER	ACCOUNTING		OBLIGATED	
ITEM	AMS_CD	ACRN	STAT	ACCOUNTING CLASSIFICATION						NUMBER	STATION	AMOUNT		
0001AA	J50NFC1647	AA	2	9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	0DBJ1I	W56HZV	\$	154,500.00	
NFM001														
0001AB	J50NFC1747	AA	2	9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	0DBJ1I	W56HZV	\$	127,222.00	
NFM001														
0001AC	J50NFC1847	AA	2	9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	0DBJ1I	W56HZV	\$	41,876.00	
NFM001														
0001AD	J50NFC1947	AA	2	9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	0DBJ1I	W56HZV	\$	41,055.00	
NFM001														
0001AE	J50NFC2047	AA	2	9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	0DBJ1I	W56HZV	\$	207,415.00	
NFM001														
0001AF	J50NFC2147	AA	2	9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	0DBJ1I	W56HZV	\$	211,937.00	
NFM001														
0002AA	J50NFC0747	AA	2	9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	0DBJ1I	W56HZV	\$	3,455,932.00	
NFM001														
0003AA	J50NFC0647	AA	2	9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	0DBJ1I	W56HZV	\$	5,181,124.00	
NFM001														
0004AA	J50NFC0847	AA	2	9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	0DBJ1I	W56HZV	\$	515,493.00	
NFM001														
0005AA	J50NFC0347	AA	2	9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	0DBJ1I	W56HZV	\$	2,404,243.00	
NFM001														
0006AA	J50NFC0447	AA	2	9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	0DBJ1I	W56HZV	\$	620,631.00	
NFM001														
												TOTAL	\$	12,961,428.00
SERVICE										ACCOUNTING		OBLIGATED		
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION						STATION	AMOUNT				
Army	AA		9711	X8242	EGO1X6D1000	NFM	0012512	EGS20113	W56HZV	\$	12,961,428.00			
												TOTAL	\$	12,961,428.00

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.245-4506 TACOM-RI	GOVERNMENT FURNISHED PROPERTY	OCT/1994

Schedule of Government Furnished Property

- (a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number SEE ATTACHED of this document for use in the performance of this contract.
- (b) The property shall be delivered in accordance with the schedule set forth in attachment number SEE ATACHED of this document.
- (c) If the property is not received in accordance with the schedule set forth in attachment number SEE ATTACHED of this document, the Contractor shall immediately notify the Contracting Officer in writing.
- (d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-2	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
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- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are canterbury@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are 309-782-2698, ATTN: Pam Canterbury and (309) 782-1338 (ATTN: Louise Kalal).
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
- (1) The FMS/MAP copies may be submitted to:
- Commander Tacom
Egypt CMO Office
Attn: Ms. Sue Staggmieir
Warren, MI 48397-5000

(End of Clause)

(HS6510)

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SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-10	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-11	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-12	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-13	52.232-1	PAYMENTS	APR/1984
I-14	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-15	52.232-11	EXTRAS	APR/1984
I-16	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-17	52.232-17	INTEREST	JUN/1996
I-18	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-19	52.232-25	PROMPT PAYMENT	JUN/1997
I-20	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-21	52.233-1	DISPUTES	JAN/1999
I-22	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-23	52.242-13	BANKRUPTCY	JUL/1995
I-24	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-25	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-26	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-27	52.248-1	VALUE ENGINEERING	FEB/2000
I-28	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-29	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-30	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-31	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-32	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-33	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-34	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-35	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-36	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-37	252.225-7042 DFARS	AUTHORIZATION TO PERFORM	JUN/1997
I-38	252.229-7000 DFARS	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-39	252.232-7002 DFARS	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-40	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-41	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-42	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) see page 4 of contract by a quantity of up to and including but not exceeding 100% percent as an evaluated option at the price(s) quoted below.

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c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) see page 4 of contract shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time NLT AUGUST 2002 by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option
(F.O.B. Origin)

\$ SEE PAGE 4 OF CONTRACT FOR ALL PRICES

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-43 52.229-7 TAXES - FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS JAN/1991

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of Canada have agreed shall not apply to expenditures made by the United States in Canada, or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of Canada. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(c) If, after the contract date, the Government of the United States and the Government of Canada agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in Jcanada, the contract price shall be reduced accordingly.

(d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(End of clause)

(IF6100)

I-44 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR MAY/1999
REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

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- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).
- (b) Mandatory submission of Contractor's EFT information.
- (1) The Contractor is required to provide the government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by AMSTA-LC-CAC-A . If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve system.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of

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paragraph (d) of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number or the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
 - (6) If applicable, the Fedwire Transfer system telegraphic abbreviation of the Contractor's financial agent.
 - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and therefore, not the receiver of the wire transfer payment.

(End of Clause)

(IF6004)

I-45 252.217-7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS DEC/1991
 DFARS

- (a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.
- (b) The foreign military sales commitments are for: 100% OPTION TO BE EXERCISED NLT AUGUST 2002.

(End of clause)

(IA6700)

I-46 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE JUN/1998
 DFARS THE UNITED STATES

- (a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall -
 - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U. S. entity;

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- (2) Ensure that Contractor and subcontractor personnel who are U. S. nationals and are in-country on a non-transitory basis, register with the U. S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
 - (b) The requirements of this clause do not apply to any subcontractor that is -
 - (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
 - (c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from PAM CANTERBURY.
- (End of clause)

(IA6502)

I-47	52.202-1	DEFINITIONS	OCT/1995
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(a) 'Head of the agency' (also called agency head') or 'Secretary' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term 'authorized representative' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

- (1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--
 - (i) Has been sold, leased, or licensed to the general public; or
 - (ii) Has been offered for sale, lease, or license to the general public;
- (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
- (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
 - (i) Modifications of a type customarily available in the commercial marketplace; or
 - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. 'Minor' modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

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- (i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and
- (ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Federal Government as part of an end item or of another component.
- (e) Nondevelopmental item means--
 - (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
 - (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
 - (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.
- (f) ''Contracting Officer'' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) Except as otherwise provided in this contract, the term ''subcontracts'' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

I-48 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-49 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE JAN/1997

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II

- (a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.
- (i) The Contractor shall produce both the first article and the production quantity at the same facility.

- * (See instructions regarding submission of First Article clause)
- ** (See Schedule B)

(End of Clause)

(IF7116)

I-50	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the

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subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-51 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-52 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-53 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

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(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

I-54 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>		<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DRAFT QUAL/FAT		27-JUN-00	023	
Attachment 002	CCC ENDORSEMENT		21-JUL-00	002	
Attachment 003	SOW'S		20-JUL-00		